

I purchased 80 acres of land in western Marquette County on Keewaydin Lake in 1994. Access to the property was over a 5 mile gravel road, (mostly through State land), that ends at the lake, with one branch going to the public camping and boat landing site and another branch going to my property. The road was only improved up to the land adjoining mine, which was owned by Mead Paper Company. I secured a 33 foot easement from Mead for \$300 and permission to rebuild the road through their property (using gravel from their property) and to put up a gate. At the same time I sought an easement over the State road from Frank Rasch who was then the Craig Lake State Park Supervisor. He told me the road was, and always had been, a public road and I did not need an easement. He gave me permission to use and improve the road as long as I didn't, in his words, "get carried away". I thanked him, shook his hand, purchased the land and began building a hand crafted log home. I never thought to pursue the matter farther because, in the 72 years I have lived here, established roads through State land have always been open to the public and a handshake and a man's word were as good as a contract.

Then without any warning, 11 years later, on April 20, 2005 I received a notice of trespass from the DNR, (see attachment), stating that I was in violation of several laws including trespass and damage to State Lands. I was given 60 days to provide a legal easement or restore the road to its natural state. I don't know who was responsible for that letter, but I have never been so shocked or threatened in my life. If whoever drafted that notice had the decency to contact me or anyone familiar with the area they would have learned that the road had been there, in use by the public, for over 50 years. I had nothing to do with building the road and had not altered it since I started using it. I have taken care of the park land I travel through as if it were my own, picking up garbage all along the 5 mile road from the highway to the lake, at the campsite, and around the lake. I once hauled away a garage door and a pickup load of trash that sat next to the road for a month. I have cleaned beaver dams from culverts that were flooding the road and the lake, and spent many hours removing fallen trees and brush blocking the roadway after a heavy snow storm. To be treated so callously by the DNR is, to say the least, upsetting.

Since the first notice the DNR has reconsidered and (after sending them a \$300 fee to hold a hearing) a decision has been made to allow me to purchase an easement. However, they are requiring that I also purchase an easement over 2 miles of State road, open to the public, back to the nearest county road. If the road were closed to the public I could see the necessity of an easement, but until such time I do not see why I should have to spend \$12,716.55 to drive on a road others use for free. Robert Corbett told me in a telephone conversation I had with him that the 2 mile easement was necessary in case they ever closed the road, but that is extremely unlikely since it is the only road to the lake and is essential for fire control in the thousands of acres around the lake.



*1st notice I receive
(and my reply)*

JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING

REBECCA A. HUMPHRIES
DIRECTOR

April 20, 2005

Raymond and Annette Lindstrom
1910 West Fair Avenue
Marquette, MI 49855

Dear Mr. and Mrs. Lindstrom

SUBJECT: Notice of Trespass, T-49-N R-31-W Section 36, Spurr Township, Baraga County

Parks and Recreation Division of the Department of Natural Resources (DNR) has conducted an investigation and determined that a trespass has occurred on State land. The item in trespass is: a driveway intersecting the Keewaydin Lake Public Access road through Craig Lake State Park. Enclosed you will find a copy of a Trespass Report for this property as well as a sketch or drawing of the items in trespass.

This trespass and associated damage to State-owned land is a violation of Part 5, Department of Natural Resources, and Part 21, General Real Estate Powers, Section 324.2155 through Section 324.2158, of the Natural Resources and Environmental Protection Act, 1994 Public Act 451, as amended (NREPA). The trespass and associated damage is also a violation of the Rules for the Regulation of State Lands Administered by the Department of Natural Resources, R299.921 through R299.930.

In order to resolve this trespass and bring this site into compliance with the NREPA, you must take certain actions. The actions necessary to resolve this trespass and comply with the NREPA are as follows:

- Provide documentation of a legal easement to this office as soon as possible,

or

- Complete restoration of the site: i.e. ditch/block off road and allow state land to vegetate naturally, (must be accomplished in a timely and satisfactory manner, not to exceed 60 days).

In addition to the above requirements please contact this office (via telephone or in writing), within ten days of receipt of this letter, with the following information:

- 1) Date work will be completed.
- 2) Your full name and date of birth.
- 3) A copy of any recent land surveys completed on your property.
- 4) A copy of your deed.

- 5) A timetable for restoration. This should include a description of the restorative actions you will take, along with the estimated time to complete these actions.
- 6) Any additional information you would like the DNR to consider in reviewing this matter.

Failure to comply with any of the requested actions may result in escalated enforcement action. We anticipate and appreciate your full cooperation in this matter.

Sincerely,



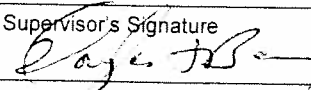
Douglas Barry
Park Supervisor
Parks and Recreation
Craig Lake State Park
851 County Road AKE
Champion, MI 49814
(906) 339-4461

Enclosure

cc: Michael Cieslinski
Kerry Wieber
Keith Cheli

TRESPASS REPORT

☐ TIMBER TRESPASS ☒ NON-TIMBER TRESPASS

| | | | | | |
|---|------------------|----------------|--|-----------------|--------------------|
| Name of State Land Management Unit: Craig Lake State Park | | Unit Number: | Compartment No. | Discovery Date: | Trespass No. |
| Location of the Trespass (Property Description): | | | | | |
| Town: 49-N | Range: R-31-W | Section: 36 | Subdivision: | County: | Code: |
| Trespasser's Information (Name and Address and Property Description (if adjacent or nearby): | | | | | |
| Trespasser Name (Last, First, Middle): Raymond and Annette Lindstrom | | | | | |
| Address (Number and Street): 1910 West Fair Avenue | | | City: Marquette | State: MI | ZIP + 4: 49855- |
| Extent of Trespass: Non-building Trespass. Driveway | | | | | |
| Age of the structure(s): Unknown | | | Duration of current individual's control of structure(s): 10 years | | |
| How and from whom did the current occupier obtain the structure(s): Unknown | | | | | |
| Investigation Report: The Lindstrom's driveway intersects Keewaydin Lake boating access site road through Craig Lake State Park. | | | | | |
| Action Taken to Date: Create/send a registered letter to Mr. Lindstrom with notification of trespass and requesting documentation of legal easement over state land to his property. | | | | | |
| Supervisor's Name and Office Location (PLEASE PRINT): Douglas Barry/Van Riper State Park | | | Supervisor's Signature  | | Date: 4-20-05 |
| Investigator's Name and Office Location (PLEASE PRINT): | | | Investigator's Signature | | Date: |
| Final Disposition (To be completed upon case closure): | | | | | |
| Supervisor's Signature / Investigator's Signature | | | | | Date: |

Attach additional remarks, photos, and documentation as necessary including maps and survey, if available.

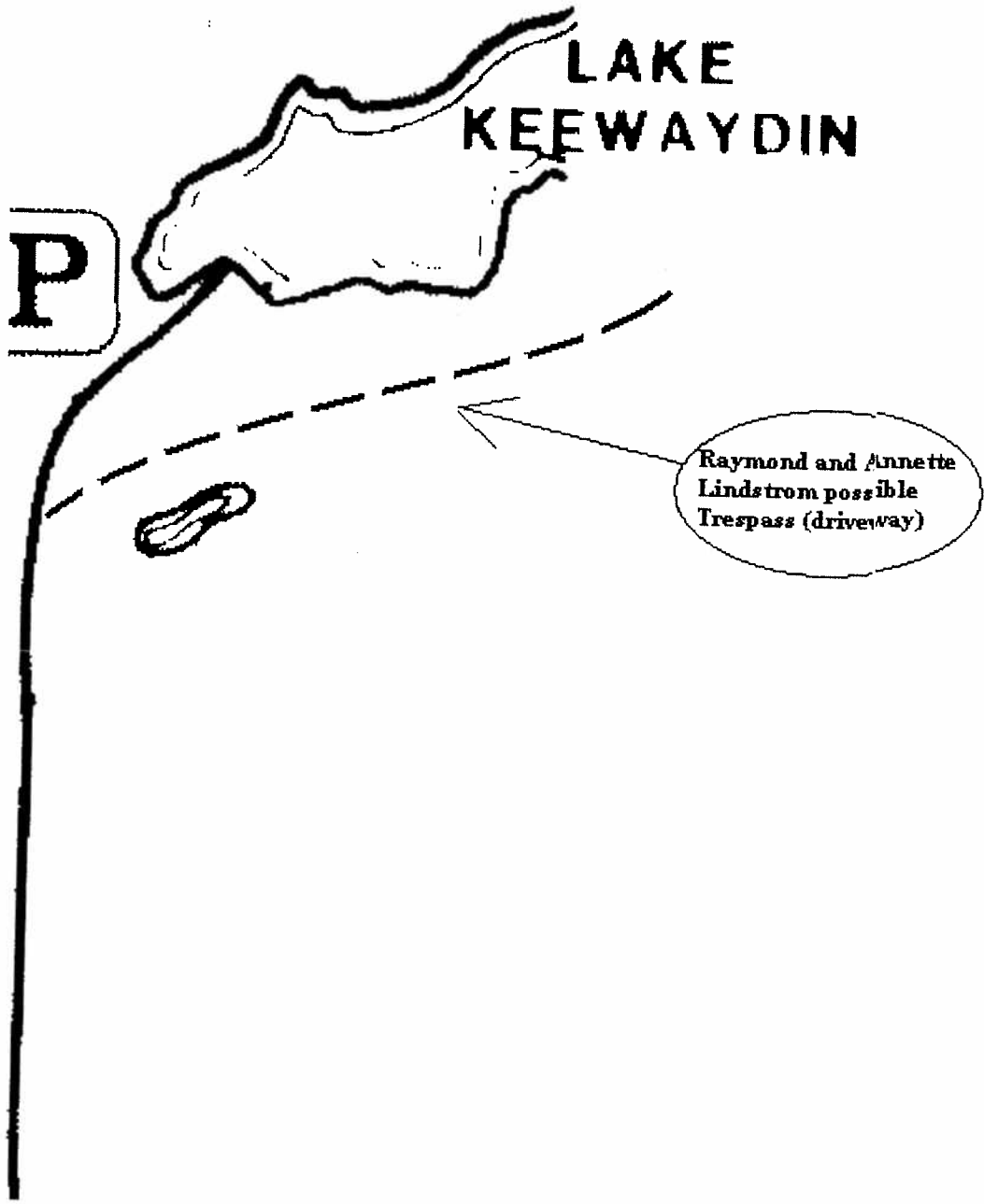
Distribution: • *Originating Office* • *District Supervisor* • *Land Use Specialist or Equivalent*

R0501E (Rev. 07/11/2003)

P

LAKE
KEEWAYDIN

Raymond and Annette
Lindstrom possible
Trespass (driveway)



May 25, 2005

Douglas Barry
Park Supervisor
Parks and Recreation
Craig Lake State Park
851 County Road AKE
Champion, MI 49814

Dear Douglas Barry,

This letter is in response to a Notice of Trespass, T-49-N R-31-W section 36, Spurr Township, Baraga County that I received dated April 20, 2005. The road that I am using to get to my property was established as a public road at least 45 years ago. It appears as a public access road to the Keewaydin Lake public fishing site on the 1961 Michigan Conservation map of that area (see attached photocopy). The road was used by the public to get close enough to the lake to carry a boat to the water or to fish along the south shore of the lake. It was also used by the lumber companies owning the adjacent land to access their property. The road has been used continuously to this day for such access. I talked to Fisheries Supervisor, George Madison and he said they have no plans to abandon that road.

The state obtained the land the road passes through as part of a 1,123.85 acre purchase in 1971 from North Wood Products. The deed reserves easements for North Woods Products but does not mention other parties (Liber 4 pages 278 and 279). I found a more detailed map of the road system recorded in Liber 14 page 492 in 1978, after the state took over ownership.

I purchased my property, in T 49 N R 30 W section 31 in 1994. Prior to making the purchase I asked Frank Rasch, who was the supervisor of Craig Lake State Park, about an easement through park land. He said I did not need an easement since the road I wished to use was a public road and had been as long as he could remember. He also gave me permission to improve the road, but, in his words, "don't get carried away." I have not made any changes to the road (other than some maintenance) and it is essentially the same as when I started using it 11 years ago.

At some time in the past (probably when the boat launching ramp was installed) the park service or the DNR paved the road with the same crushed stone used on the boat launching site road. It is thus quite evident that the road was built and maintained as a public road.

I was unable to find any recorded easements. Officials from the lumber companies that previously owned the land in that area said easements were given verbally in the "old days" so recorded easements were not likely to exist.

I purchased my land and have made a substantial investment in time and money building a home, after being told by the park supervisor that the road I wanted to use was a public road and hence I wouldn't need an easement. I would have no other way to get to my property so I would have to get an easement by "way of necessity" or "prescription" if an easement is required. The American Law Review cites a number of similar cases when such easements have been granted.

Sincerely,

Raymond Lindstrom
1910 W. Fair Ave.
Marquette, MI 49855
(906) 226-3274

EXHIBIT "B"

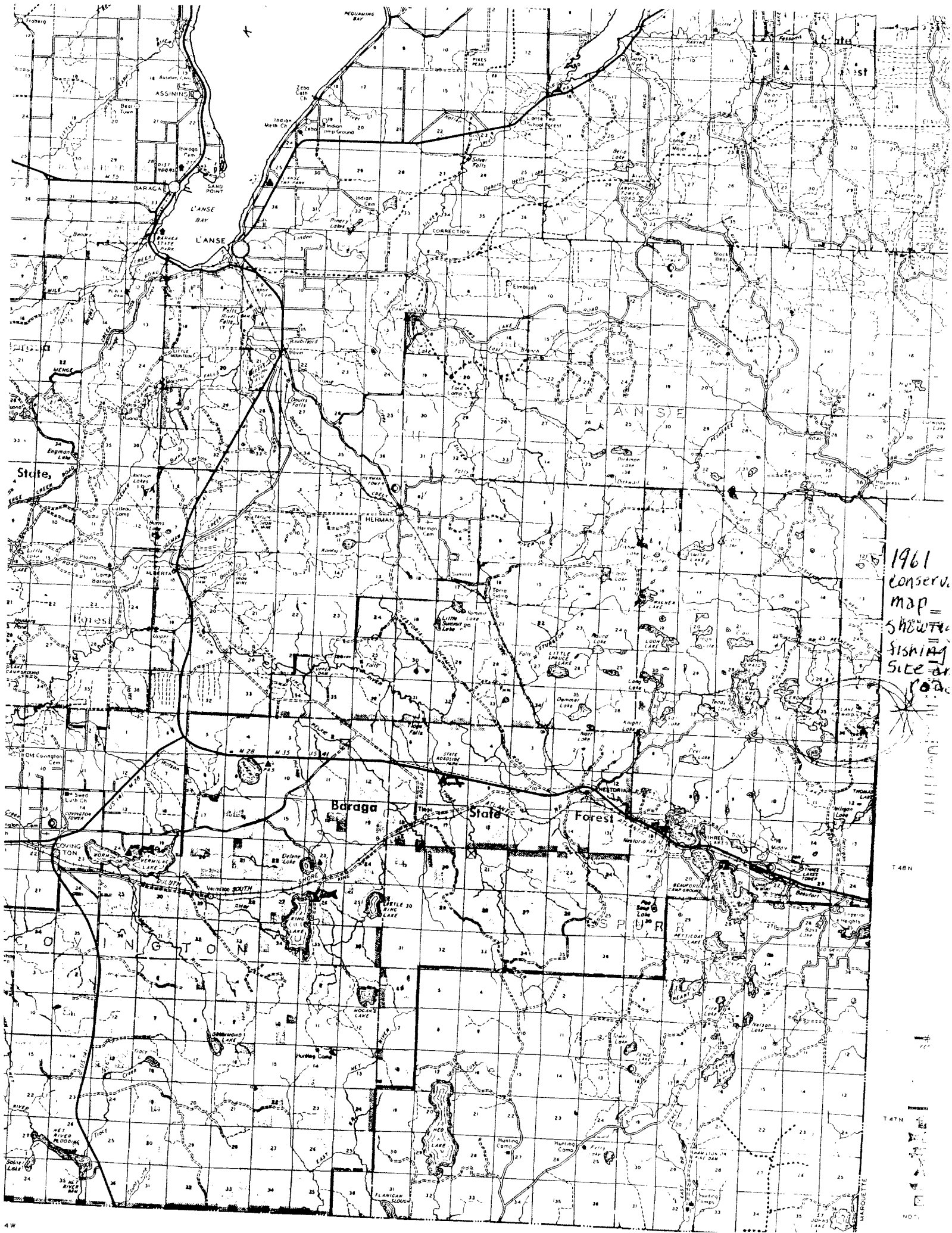
LIBER 14 PAGE 492



| 36 49N 31W | | | | 31 49N 30W | | | |
|-------------|---------|-------|---------|-------------|----------|----------|----------|
| Description | Sec. | T | R | Description | Sec. | T | R |
| STATE | ESTIMCO | STATE | STATE | MICHLAND | MICHLAND | MICHLAND | MICHLAND |
| ESTIMCO | STATE | STATE | STATE | MICHLAND | MICHLAND | MICHLAND | MICHLAND |
| STATE | ESTIMCO | STATE | STATE | MICHLAND | MICHLAND | MICHLAND | MICHLAND |
| SKYTТА | STATE | STATE | ESTIMCO | MICHLAND | MICHLAND | MICHLAND | MICHLAND |

| 1 48N 31W | | | | | | | |
|-------------|----------|----------|---|-------------|------|---|---|
| Description | Sec. | T | R | Description | Sec. | T | R |
| MICHLAND | MICHLAND | MICHLAND | | | | | |
| MICHLAND | MICHLAND | MICHLAND | | | | | |
| MICHLAND | MICHLAND | MICHLAND | | | | | |
| MICHLAND | MICHLAND | MICHLAND | | | | | |

SCALE 4" = 1 mile DATE 12/13/78 BY Edwin Urpila



1961
Conserv.
map =
showing
fishing
sites and
roads



*2nd letter from DNR
(and my reply)*

JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING

REBECCA A. HUMPHRIES
DIRECTOR

March 9, 2006

Mr. Raymond Lindstrom
1910 W. Fair Avenue
Marquette, MI 49855

Dear Mr. Lindstrom,

As you are aware, you have been sent a Notice of Trespass by the Michigan Department of Natural Resources (DNR) indicating that you currently do not have legal access across Craig Lake State Park to your property. Following a meeting with your local legislators, the DNR has agreed to review a request for a legal easement to your property. You may apply for a legal easement, as follows:

The process involves several steps:

1. An applicant submits an application for purchase or exchange. All information requested on the application form must be provided before a review will begin. An application fee (\$300 for parcels up to 320 acres), which helps cover some of the costs involved to review the proposal, must accompany the application. The fee is for processing the application only, and does not imply the purchase or exchange will be approved. A map, preferably from a plat book or subdivision map, which highlights the "desired" (and for an exchange the "offered") parcels should also be included. A survey description and drawing are useful, if the application involves a parcel with a detailed description.
2. Applications are screened to determine if they are in compliance with Department Land Exchange policy. If so, a field review is conducted. MDNR staff visits the site and reviews the request. This review includes determining natural resource features and public recreation use values, evaluating access and land management, and reviewing the location of the property and its relation to other protected lands. Results of the field review are forwarded to the MDNR Land and Mineral Services Division where they are submitted to the MDNR Land Exchange Review Committee (LERC) for consideration.
3. The LERC meets periodically (approximately bi-monthly) to review application proposals.
4. The applicant is notified of the LERC's recommendations. If the transaction received preliminary approval, the applicant is instructed on how to complete the transaction.
5. The property being conveyed to and/or from the State is then appraised. In most cases, the applicant/purchaser is responsible to pay for the appraisal. If the process involves a land exchange, the applicant must pay for appraisals on both properties. An MDNR-approved

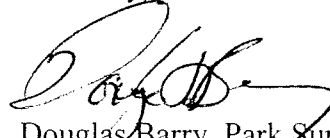
appraiser must be used to perform all appraisals. If the property will be auctioned by the MDNR, the MDNR will conduct the appraisal. The applicant also may be responsible for a land survey, if one is needed.

6. An exchange or sale agreement outlining the terms of the transaction is sent to the applicant once the MDNR reviews and approves the appraisal.
7. Public notice is conducted by posting details of the transaction in the MDNR publication, "Calendar," 10 days before the director's approval or disapproval, which takes place during a Natural Resources Commission (NRC) meeting. Cases are also listed on the NRC agenda, which is publicly distributed prior to NRC meetings. There is opportunity for public comment at all NRC meetings. Notice of pending sales or auctions is also printed in newspapers in the county where properties are located prior to NRC meetings.
8. The director's decision is sent to the applicant following the NRC meeting in which the transaction appeared on the agenda. Final instructions outlining the steps to complete the transaction are included.

Please understand that if you do not apply for and receive legal access to your property, the DNR is under no obligation to maintain the roads that you are using to access your property and any improvements made by a private citizen are considered to be a trespass on state land. If such improvements are made by a private citizen without the benefit of a legal easement, it will be considered as a violation of Part 5, Department of Natural Resources, and Part 21, General Real Estate Powers, Section 324.2155 through Section 324.2158, of the Natural Resources and Environmental Protection Act, 1994 Public Act 451, as amended (NREPA). The trespass would also be a violation of the Rules for the Regulation of State Lands Administered by the Department of Natural Resources, R299.921 through R299.930.

Enclosed is the Land Transaction application as well as a Guide to Property Transactions with the MDNR (Land Exchanges and Sales). Please do not hesitate to contact us with questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Douglas Barry', is written over the printed name.

Douglas Barry, Park Supervisor
Van Riper/Craig Lake State Parks
(906) 339-4461



LAND TRANSACTION APPLICATION

By authority of Part 21 of Act 451, P.A. 1994, as amended

This application provides you the opportunity to propose: (1) An Exchange of land, or (2) A Purchase of State-owned land. Please **check one** of the following:

☐ EXCHANGE ☒ PURCHASE ☐ OTHER

For any proposed exchange, the fair market value of the desired State-owned land and the land offered in exchange must be approximately equal or in favor of the State. The public use potential or natural resource value of the offered lands must be as good as or better than that of the desired lands. Each application will be evaluated on its own merits. Certain lands are not available for sale or exchange.

Please provide full legal description of the lands you desire to purchase or exchange. Attach map(s) and additional pages, if necessary. Fill out back page and sign.

DESIRED STATE-OWNED LAND

| | | | | |
|--|---------------|------------|------|-------|
| County | Township Name | Section(S) | Town | Range |
| Baraga | Spurr | 36 | 49-N | 31-W |
| Description: Easement for ingress and egress, on, over and across an existing dirt road approximately 33-feet wide, located in the NE 1/4 of the SE 1/4 and the NW 1/4 of the SE 1/4 of Section 36, T-49-N, R-31-W of Spurr township, Baraga County, Michigan. Such road appears as a public access road to the Kewaydin lake public fishing site on the 1961 Michigan Conservation map of the area and is shown outlined between Points A-B of liber 14 page 492 (see attached photocopies). | | | | |
| Acres: _____ | | | | |

LAND OFFERED IN EXCHANGE (if any)

| | | | | |
|--|---------------|------------|------|-------|
| County | Township Name | Section(s) | Town | Range |
| | | | | |
| Description: | | | | |
| Minerals to be conveyed to the State? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (Explain on back under Section B.) Acres: _____ | | | | |

Please answer the following questions (attach additional pages, if necessary)

A. STATE LANDS DESIRED BY APPLICANT

Does the desired State land adjoin your present ownership? ☐ Yes ☒ No

Explain your need for the desired State land:

Said road adjoins a road through Government Lot 4, Section 31, T49N. R30W in Michigamme Township, Marquette County for which I purchased easement to my adjoining property from Escanaba Paper Company in 1995. I need the easement to access a log home I built on my property.

B. LANDS OFFERED FOR EXCHANGE TO THE STATE (if any):

1. How is the land presently being used?

2. List public benefits of offered land, if acquired by the State:

3. If improved, describe briefly:

4. Do you own the mineral rights associated with the land(s)? ☐ Yes (go to 5) ☐ No ☐ Don't know

☐ Other, please explain:

5. Will you furnish clear fee title to the State? ☐ Yes ☐ No

If No, what reservations or exceptions will be made? Why?

If this application is approved by the Michigan Department of Natural Resources, it is understood that a Land Exchange or Purchase Agreement will be provided for (my/our) subsequent execution which will contain details of the final agreement as to land area, values, conditions and title requirements.

To cover a portion of the cost of reviewing your application a **payment of \$300 for State land totaling up to 320 acres or \$500 if 320 acres or larger** must accompany your application. Please enclose a check or money order made payable to "State of Michigan". No application will be reviewed without payment.

☐ I have received a copy of the Land Exchange and Sales: A Guide to Property Transactions with the MDNR brochure.

☐ I have not received a copy of the Land Exchange and Sales brochure, please send one.

Please print or type the following information

Name of Applicant(s)

R. Raymond and Annette E. Lindstrom

Organization

Mailing Address

1910 W. Fair Avenue

Marquette

City

MI

State

49855

Zip Code

Telephone Number

(906) 226-3274

E-mail Address


Signature

4/21/06

Date

Mail completed application and check or money order made payable to the "State of Michigan" to:

CASHIER'S OFFICE
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PO BOX 30451
LANSING MI 48909-7951

(My property is shaded)

(My property is shaded)

| | | 1 | 48N | 31W | | | | | |
|-------------------------|---|----------|----------|-----|-------------|--|------|---|---|
| Description | | Sec. | T | R | Description | | Sec. | T | R |
| Keewarden Lake Road | B | MICHLAND | MICHLAND | | | | | | |
| | H | MICHLAND | MICHLAND | | | | | | |
| | F | MICHLAND | MICHLAND | | | | | | |
| | D | MICHLAND | MICHLAND | | | | | | |

BY Edwin Urpila

SEE PAGE 29



Spurr Township has more lakes in proportion to land area than any other township and is therefore a leading resort and outdoor recreation area in the county.

Three Lakes, a growing resort community, is surrounded by lovely clear blue inland lakes which provide excellent bathing, boating and fishing. Boating from one lake to another is very popular.

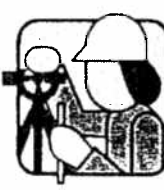
Chief industry is lumbering. The discovery of iron ore in 1870's resulted in several mines.

The old Huron Bay Grade, an abandoned railroad, will lead you to many unusual contrasts of forest, marsh grasses and streams.

All, who pause to inhale the surrounding beauty of Spurr Township's lake region, find it difficult to leave.



4-H -- PREPARING OUR YOUTH FOR THE FUTURE!

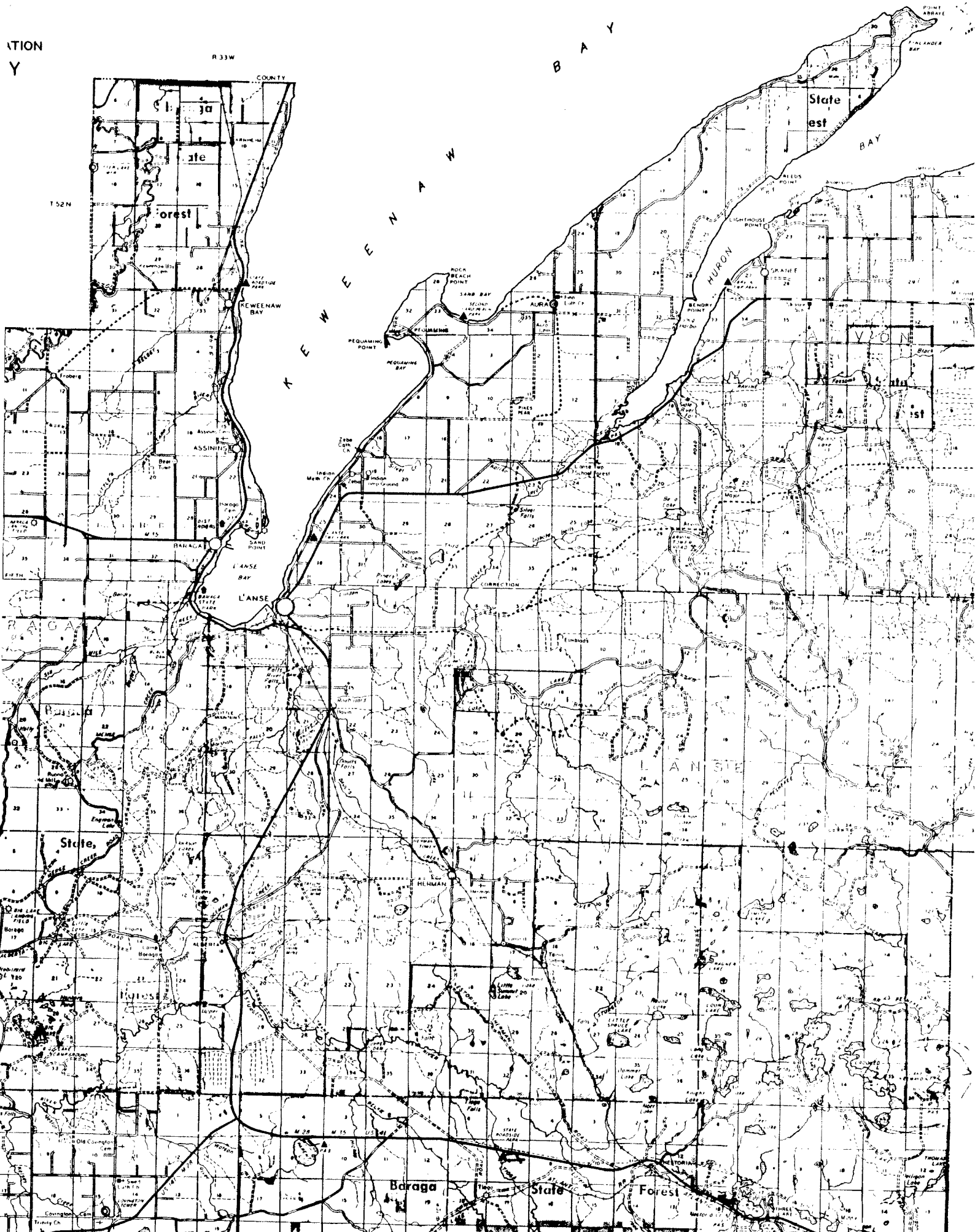


FOR MORE INFORMATION ON HOW YOU CAN JOIN CALL 228-1556.

ATION
Y

R 33W

B
A
Y





JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN

DEPARTMENT OF NATURAL RESOURCES

LANSING



REBECCA A. HUMPHRIES
DIRECTOR

June 22, 2007

Mr. & Mrs. R. Raymond Lindstrom
1910 W. Fair Avenue
Marquette, MI 49855

Dear Mr. & Mrs. Lindstrom:

SUBJECT: Proposed Land Transaction Case # 20060097

A review of the appraisal for the above referenced Land Transaction Case has been completed and the value of the beginning at West line of Section 12 T48N-R31W and ending at the West line of Plum Creek Paper Company property (East line Sec. 36 T49N-R31W) and measuring a total of 12,845 feet has been determined to be \$11,560. Your transaction fee is \$1,156.55, bringing your total cost for acquiring the land to \$12,716.55.

Attached you will find a sample draft of the easement the Department is prepared to grant. The easement will run with the land.

Please complete and return to this office the enclosed Land Transaction Agreement and the Information for Preparation of State Deed forms within ninety (90) days from the date of this letter. Please be certain that the name and address information in the Land Transaction Agreement, easement and Information for the Preparation of State Deed forms are all the same as the name under which your private property ownership is recorded! Also remember to include a copy of the recorded deed to your property for attachment as **EXHIBIT BB of the easement**. If we do not receive an executed Agreement and other materials within this time period, your file will be closed.

Do not send any money at this time. Upon receipt of the executed Agreement, we will place your request with our recommendations before the Natural Resources Commission (NRC) at the next available meeting for public comment, and forward to the Director for her approval. We will notify you of the Director's decision and, if approved, provide you with further details for closing the sale.

NATURAL RESOURCES COMMISSION

Keith J. Charters, Chair • Mary Brown • Hurley J. Coleman, Jr. • Darnell Earley • John Madigan • J. R. Richardson • Frank Wheatlake

STEVENS T. MASON BUILDING • P.O. BOX 30028 • LANSING, MICHIGAN 48909-7528
www.michigan.gov/dnr • (517) 373-2329

Great Lakes, Great Times, Great Outdoors!

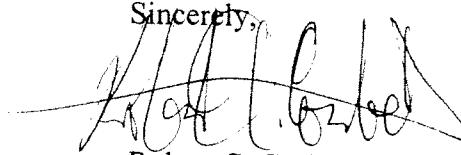
20060097 Lindstrom

Page 2

June 22, 2007

If you have questions regarding this matter, please contact me at the Office of Land and Facilities, Real Estate Services Unit, PO Box 30448, Lansing, MI 48909-7948 or via e-mail at CorbettR@michigan.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert C. Corbett", written over a horizontal line.

Robert C. Corbett
Acquisitions and Exchanges
Office of Land and Facilities
517-335-3263

RCC/mh

Enclosures

cc: Rodney Stokes, DNR
Mike Cieslinski, DNR
Paul Yauk, DNR

EXHIBIT B

(L-9806)

The following conditions shall apply to the granted Easement to Maintain Driveway:

1. Easement is for ingress and egress to one (1) single family residence only.
2. The easement will be 15 feet in width.
3. The easement will be for non-exclusive use.
4. The easement must be extended to include the additional approximate two miles of state park road ending at the nearest dedicated public road.
5. Development of the access road within the easement will be restricted to the present 15 foot wide two-track, with no hard surfacing.
6. Applicant will be required to secure written permission annually, from Craig Lake State Park Unit Supervisor, to plow the road to his residence in the winter and maintain the two-track road within the easement area.
7. Applicant will grant DNR a right of first refusal should the applicant's land accessed by the easement ever be considered for sale.



EASEMENT TO MAINTAIN DRIVEWAY

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES

L-9806
(Page 1 of 5)

FOR AND IN CONSIDERATION OF TWELVE THOUSAND SEVEN HUNDRED SIXTEEN and 55/100 DOLLARS (\$12,716.55) in hand paid, the receipt of which is hereby acknowledged, the STATE OF MICHIGAN by the DEPARTMENT OF NATURAL RESOURCES, P.O. Box 30448, Lansing, Michigan 48909-7948, (hereinafter called the Grantor) acting under authority of its Director, and by virtue of the authority conferred by Act No. 451, P.A. 1994, does hereby Convey and Quit-Claim to R. Raymond Lindstrom, whose post office address is 1910 W. Fair Avenue, Marquette, Michigan 49855 (hereinafter called the Grantee) and to its successors and assigns the easement and right to place, construct, operate, repair and maintain Driveway across the following described parcels of land situated in the Township of Spurr, County of Baraga, State of Michigan to wit:

| | |
|-------------------------|----------------|
| T48N, R31W, Section 1, | NW1/4 of NW1/4 |
| T48N, R31W, Section 1, | SW1/4 of NW1/4 |
| T48N, R31W, Section 1, | NW1/4 of SW1/4 |
| T48N, R31W, Section 1, | SW1/4 of SW1/4 |
| T48N, R31W, Section 12, | NW1/4 of NW1/4 |
| T49N, R31W, Section 36, | SE1/4 of SW1/4 |
| T49N, R31W, Section 36, | SW1/4 of SE1/4 |
| T49N, R31W, Section 36, | SE1/4 of SE1/4 |

Granting the right to maintain within said 15-foot wide right of way as outlined on attached EXHIBIT A, (3 pages).

This document does not authorize construction of additional facilities after the original construction period.

This easement is subject to the following conditions and requirements, as well as conditions on attached EXHIBIT B, (1 page):

Exemption from State Transfer Tax is claimed under authority of Section 6(h)(i), Act 255, P.A. 1994 (207.526, Michigan Compiled Laws).

Exemption from County Real Property Transfer Fee is claimed under authority of Section 5(h), Act 134, P.A. 1966 (207.505, Michigan Compiled Laws).

- (1) Grantee, its successors or assigns by the acceptance of this instrument, agrees to notify the authorized representative of the Department of Natural Resources prior to commencing any driveway maintenance operations under this easement, so that the Department shall be properly notified as to the time and place that such operations begin on the State-owned land herein described. Said Department Representative is Mr. Doug Barry, Unit Supervisor, P.O. Box 88, Champion, Michigan 49814-0088, or his successor.
- (2) This Easement shall be nonexclusive, and the Easement shall be to benefit only the lands described on attached EXHIBIT BB. The intent of this document is not to convey easement rights for a public highway, or to allow Grantee to grant a highway easement. This document does not authorize construction of utilities.
- (3) This document conveys the right to maintain a driveway for ingress and egress to one single-family residence on the benefited parcel. Any subdivision of the benefited parcel will render the easement void.
- (4) Any relocation of the facilities constructed under this easement will be made only upon approval of the Department of Natural Resources before such relocation takes place.
- (5) Grantee, its successors or assigns, accepts this easement subject to all prior and valid easements, permits, leases and other rights existing or pending at the time of the issuance of this easement, which may have been granted on said land.
- (6) No fences shall be constructed or existing trail roads closed by the Grantee without prior written approval of the Grantor.
- (7) Unless otherwise stated elsewhere in this document, Grantee, its successors, or assigns, and its agents and employees may cut, trim, and remove all brush and trees within said easement area which threaten to interfere with or be hazardous to construction, operation, and maintenance.
- (8) Grantee, its successors or assigns, agrees that no herbicides to control tree, shrub, or other plant growth on the land herein described shall be used without first securing written permission from the Grantor or its authorized field representative.
- (9) Grantee, its successors, or assigns agrees that, at the option of the Grantor, all or any part of the forest products cut by the Grantee hereunder shall be the property of the Department of Natural Resources and shall be cut and piled or decked as directed by the Department's authorized representative; provided, however, the Grantee shall not be charged damages for such forest products claimed by the Grantor.

- (10) Grantee, its successors or assigns, for themselves and their agents and employees agree to take all reasonable precautions to prevent and suppress forest fires and shall cause no unnecessary damage to natural tree growth or to any plantation, and shall pay all damage other than ordinary to State-owned property arising out of its negligent acts or failure to act.
- (11) Grantee, its successors, or assigns shall obtain the required permit from the Department of Natural Resources or its authorized representative before burning any refuse or setting any fires whatsoever.
- (12) It is understood that all slash and forest growth cut resulting from operations under this easement shall be handled in accordance with the provisions of Part 519, Act 451, P.A. 1994, and the rules and regulations pertaining thereto.
- (13) The right herein granted shall continue in full force and effect for as long a time as the Driveway easement is properly used for its intended purpose and at such time as its use is discontinued said easement shall terminate. The grantee herein, for itself, its successors and assigns, agrees upon termination or abandonment of its facilities, and upon request of the owner of said land showing a prima facie title to same, to release and Quit-Claim all rights secured hereby on said land to the then owner.
- (14) It is expressly understood that the Grantee shall not assign this easement or any portion thereof to any person other than the owner of said land, as provided in paragraph (13) hereof, without first securing the written approval of the Department of Natural Resources for the State of Michigan.
- (15) Grantee hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to Grantee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of Grantee, its officers, employees or agents, in reference to the activities authorized by this easement.
- (16) Grantee hereby covenants and agrees to indemnify and save harmless the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this easement; (2) the activities authorized by this easement; and (3) the use or occupancy of the premises which are the subject of this easement by the Grantee, its employees, contractors, or its authorized representatives.
- (17) The Grantee, its successors or assigns, agrees to pay to the Grantor for damages to State-owned property or public trust resources arising out of its operations.
- (18) The Grantee, its successors or assigns, agrees to report any release of toxic or hazardous substance to the Department representative identified in paragraph (1), evaluate the nature and extent of the release, immediately take measures to abate

the release and promptly develop and implement a work plan approved by the Department to fully remedy any environmental injuries that result from the release.

- (19) It is expressly understood and agreed that nothing in this easement to maintain Driveway shall be construed as a statement, representation or finding by the Department relating to any risks that may be posed to the environment by activities conducted by the Grantee or that the right-of-way conveyed by this easement is fit for any particular use or purpose.
- (20) It is expressly understood and agreed that every enumerated condition set forth in this easement to maintain Driveway is a material condition and that if the Grantee breaches any material condition the Grantor, in its sole discretion, may seek any remedy provided by statute or under the common law, including, but not limited to, revocation of this easement to maintain Driveway.
- (21) In case the said easement herein conveyed shall not be used by Grantee, its successors and assigns, for a period of two (2) years, from and after the date of issuance, then and in that event said easement shall terminate.

This instrument shall be binding upon and inure to the benefit of the parties, hereto, their heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the Department of Natural Resources by authority of its Director has caused this instrument to be executed for the State of Michigan by its Real Estate Services Manager, Office of Land and Facilities this 20th day of June, 2007.

DEPARTMENT OF NATURAL RESOURCES
FOR THE STATE OF MICHIGAN

C. Edwin Meadows, Real Estate Services Manager
Office of Land and Facilities

STATE OF MICHIGAN }
COUNTY OF INGHAM } §

On this 20th day of June, 2007, before me a Notary Public in and for said County personally appeared C. Edwin Meadows, Real Estate Services Manager, Office of Land and Facilities of the Department of Natural Resources for the State of Michigan, to me known to be the same person who executed the within instrument, and who acknowledged the same to be his free act and deed and the free act and deed of the Department of Natural Resources for the State of Michigan in whose behalf he acts.

Walter Linn, Notary Public
State of Michigan, County of Ingham
My Commission Expires: October 10, 2012
Acting in the County of Ingham

PREPARED BY: Claire J. Drolshagen
DNR Office of Land and Facilities
P.O. Box 30448
Lansing, Michigan 48909-7948